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Request for Proposal (RFP)

Kigali, 23 August 2012

Dear Sir/Madam,

Request for Proposal for Event Management Services (Re-advertised)

1. You are invited to submit a proposal for event management services, as per the enclosed Terms of Reference (TOR).

UNDP, in cooperation with ECA, AfDB and the Government of Rwanda, is planning the organisation of the African Economic Conference scheduled to take place from 30 October to 2nd November 2012, here in Kigali.

The conference brings together leading policy-makers, academics, development actioners and more, to discuss the critical issues that pertain to the economic and social development of the continent. The AEC is expected to attract a number of VVIPs, including the UNDP Administrator, the President of AfDB and the USG of UNECA, along with ministers and top-notch academics

2. To enable you to submit a proposal, please find attached the following documents:
 - i. Instructions to Offerors (Annex I)
 - ii. Terms of Reference (TOR)..... (Annex II)
 - iii. Price Schedule(Annex III)
 - iv. General Conditions of Contract..... (Annex IV)
3. Your offer, comprised of a technical proposal and a financial proposal, in **separate sealed envelopes**, should reach the following address: **UNDP RWANDA, 12 Avenue de l'Armée, PO BOX 445, Kigali, Rwanda, Tel: +250252590400** not later than **Tuesday 04/09/2012 at 12:00 PM**.
4. **Note that for those who have already applied for this tender notice are not obliged to re-submit their proposals. UNDP will consider their previous submission.**

5. All interested Event Management Companies may download the Request for Proposal and Terms of Reference documents from UNDP Rwanda website at:
<http://www.undp.org.rw/procurement%20notices.html>.
6. If you request additional information, we would endeavour to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal. Please send your queries to the **Head of Procurement Unit Mr. Eugene Ruhinguka, UNDP Rwanda** in writing (eugene.ruhinguka@undp.org).

Kindly acknowledge receipt of this letter by email or post and indicate whether or not you intend to submit a proposal.

Thank you in advance for your time and prospective interest in collaborating with UNDP.

Yours sincerely,

Janvier K. Wussin
Deputy Country Director - Operations

Annex I

Instructions to Offerors

A. Introduction

1. General:

The purpose of this RFP is to solicit proposals for event management services, as per the enclosed Terms of Reference/TOR (*Annex II*).

Please note that sub-contracting between the shortlisted firms/organisations is permitted for the purposes of this tender.

2. Cost of proposal:

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an

explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (b) Price schedule, completed in accordance with clauses 9 and 10 and instructions in *Annex III*

8. The Offeror shall structure **the operational and technical part** of its Proposal as follows:

(a) Management plan

This section should provide the information about the Offeror's past and present activities focusing on the services related to the task as specified in the TOR (*Annex II*).

This should be accompanied by the documentation to demonstrate that Offeror meets the requirements specified in the TOR.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind, explaining the Offeror's resources in terms of personnel and other resources necessary for the provision of the requested services. The Offeror should identify the person(s) representing him or her in any future dealing with the procuring UNDP entity.

(b) Proposed event concept

This section should demonstrate the Offeror's responsiveness to the requirements specified in the TOR (*Annex II*), providing description of the proposed items demonstrating how the proposed event concept meets or exceeds the requirements.

The event concept can include two or more alternative options, e.g. for evening and social events and for opening reception. In such case, in the Price Schedule of the Proposal the costs of each alternative should be clearly distinguished.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedule (*Annex III*).

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate **Price Schedule** (*Annex III*), the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in US dollars or any convertible currency.

11. Period of validity of proposals

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare one copy of the Proposal typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –
UNDP Rwanda
12, Avenue de l'Armée
Kigali
Attention: **Mr. Eugene Ruhinguka**, UNDP Head of Procurement Unit
- marked with – **“RFP for event management services AEC”**

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*the operational and technical part*). The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

15. Deadline for submission of proposals

3. Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **04 September 2012, 12:00 PM**.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification

and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

Out of the total obtainable 1000 points, 500 points (50%) is for the technical part and 500 (50%) points for the financial proposal.

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the operational and technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 75% of the obtainable 500 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the TOR (*Annex II*).

In the second stage, the price proposal of all contractors, who have attained minimum 75% score in the technical evaluation, will be compared. The contract will be awarded to the technically qualified Contractor with lowest financial offer .

Evaluation Criteria

Evaluation Form		Points Obtainable	Firm				
			A	B	C	D	E
1. Technical Proposal							
1.1	Experience of firm submitting Proposal in developing and managing high-level events	150					
1.2	General organisational capability which is likely to affect implementation (size of the firm, strength of management and administrative support)	100					
1.3	To what degree is the proposed concept appropriate for the concept of the conference?	100					
1.4	Does the event concept meet the requirements specified in the TOR?	150					
Sub-Total for Technical Proposal		500					
2.	Financial Proposal	500					
TOTAL		1000					

The price proposal of all contractors, who have attained minimum 75% score in the technical evaluation, will be compared. This comparison will be based on:

The evaluation of the price based on the merit point system. After the financial proposals are opened, a list of prices is prepared. The contract will then be awarded to the technically qualified offeror with the lowest financial offer.

F. Award of Contract

22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action.

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal, after being evaluated, is considered to be the most responsive to the needs of the organisation and activity concerned.

23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

Annex II

TERMS OF REFERENCE EVENT MANAGEMENT SERVICES AEC

Terms of Reference

Background and Context

These are tumultuous times for the global economy. The recovery in the US is sluggish, the debt crisis in Europe is unresolved and there are signs of a slower growth in China.

The global economic crisis that started in 2007 has not bypassed Africa. According to the 2011 African Economic Outlook produced jointly by the AFDB, OECD, UNECA and UNDP, economic growth in Africa slowed from an average of 6% in the years prior to the onset of the crisis, to 3.1% in 2009. In 2011 high food and fuel prices and political unrest in several North African countries also slowed growth. However, since then, the recovery has picked up and is forecast at 5.8% in 2012 close to pre-crisis levels.

Growth prospects are underpinned by an expected continuation of good economic policies, strong demand from emerging markets and from within the region, and rising commodity prices. However, several risks remain for the growth prospects for Africa.

These risks are linked to the uncertainty in the global economy, lingering political challenges within several countries and the narrower space that exists in many countries for further counter-cyclical policies. Countries that face structural constraints related to undiversified economies, poorly developed infrastructure, shrinking export revenues, and a lack of long term financing are particularly vulnerable.

With the uncertain outlook for economic growth in the world and Africa come deep concerns about the prospects for continued reduction in poverty and improvements in other measures of development. Even before the crisis, accelerating progress towards meeting the Millennium Development Goal of cutting poverty in half by 2015 was a challenge. There has also been insufficient progress in critical areas such as food security, employment creation, and child and maternal health. These challenges are being exacerbated by persistent inequalities in development outcomes. Moreover, issues of sustainability of the development process itself are intensifying given pressures from rapidly growing populations and the increasingly negative effects from environmental degradation and climate change. These pressing issues will need to be effectively addressed in a post-2015 agenda that must be shaped by the people of Africa. Bolstering economic growth in Africa is critical but it is clearly not enough.

Those economic issues, and many others are planned to be addressed in a strategic upcoming conference, the African Economic Conference (AEC) , scheduled to take place here in Kigali, **from 30 October to 02 November 2012.**

The AEC will be co-hosted by UNDP the AFDB and UNECA.

The conference brings together leading policy-makers, academics, development actioners and more, to discuss the critical issues that pertain to the economic and social development of the continent. The AEC is expected to attract a number of VVIPs, including the UNDP Administrator, the President of AFDB and the USG of UNECA, along with ministers and top-notch academics. The AEC usually combines high-level discussions with technical presentations of work by leading and emerging scholars. Past conferences have been organized by AFDB and UNECA, and the venue has alternated between Tunis and Addis. This is the very first time that the Conference is held outside of these two cities, and hosted by UNDP. The AEC is a high level conference, cementing its status as the premier annual event on African development in Africa. The UNDP administrator has already invited His Excellency President Paul Kagame to open the conference.

It is the purpose of this Terms of References to invite suitable and qualified firms, through a competitive process, to support the smooth implementation of **The African Economic Conference (AEC)**. This event will gather about 325 delegates in Hotel SERENA. Event Management Services will be rendered in close cooperation with UNDP Rwanda and may include, but are not limited to providing the followings:

- Assist with the setup of displays and sets of the event
- Make sure - in close cooperation with UNDP - that interpreters are ready and set up before the event
- Distribute invitations and collect confirmation of participation;
- Coordinate arrival and departure of delegates
- Liaise with the Hotels selected by UNDP and manage all requirements
- Provide staffing/hostesses of event reception/registration desk
- Provide staffing and support of all associated conference workshops
- Help design and collate participant feedback after the event has ended
- Other ad hoc duties

Specific responsibilities

The role and responsibilities of the Event Management Company are expected to cover the following items:

1. Participants' Invitations, Travel and Visas Management

- Send out Invitations to **ALL participants (local and international)**, including meeting chair(s), speakers, facilitators, etc. and collect confirmation of participation
- follow up on invitations - via telephone, email, fax;
- Compile confirmed registration list - participants, speakers, support staff, , ushers, etc;
- Identify and secure accommodation block booking for **self-paying participants at alternate hotels,**

- Send out Information/logistic Note to all participants (arrival details, hotels, visa requirements, general city info; etc.);
- Facilitate - in close collaboration with MINAFET -arrangements for visas for all participants, as needed
- Protocol arrangements for VIPs, including arrival and departure at airport with the relevant stakeholders;

2. Airport reception and pick up: In close cooperation with UNDP Focal person for this item,

- Dispatch participants into the various buses hired by UNDP and distribute conference kits with discharge of participants, accordingly
- Dispatch participants based on the hotel distribution list
- Prepare hotel registration form to be filled at the airport to facilitate quick room occupancy by participants at their arrival in the hotels
- Install participants into the various hotels
- Ensure staffing at the Airport, in the buses and also in the hotels to facilitate participants registration
- Reconfirm flight tickets with UNDP travel agents (if needed) .

3. Conference Venue arrangements : In close cooperation with UNDP Focal person for this item

a) Venue management

- Liaise with the UNDP to confirm the desired set up at the venue (Amphitheatre)
- Ensure the venue is clean and well prepared/ decorated;
- Arrange and ensure all Meeting rooms (Main room and Break away rooms) are arranged according to specifications and ready for the Meetings as required (as per specified meetings' schedule). This also includes seating name plates at the main table;
- Ensure all required audio-visual equipment is available/acquired in all the rooms as required;
- Cross-check possibilities for seating arrangements and all related meeting facilities;
- Arrange and manage appropriate VIP lounge;
- Ensure service maintenance is promptly available as would be required for all equipment/services and facilities in and around the meeting rooms.

b) Conference reference materials

- Production of Meeting documents and information materials;
- Prepare and distribute an arrival information pack to participants;
- Prepare participants' soft copies flash drive with all relevant Meetings documents.

c) Participants Registration and information support

- Arrange and manage participants' registration;
- Prepare and maintain participants register (with relevant contact details)
- Manage a one-stop general information support service for Participants (including general tourism info);
- Design and make up name tags for all participants, speakers, Media, VIPs, etc.

4. Communication and Public relations :

- Design and print banners to be affix in the conference venues and in the town.
- Prepare and distribute conference media kits
- Prepare and set-up the information kiosk arrangement
- Arrange - in cooperation with UNDP, Radio Broadcast whenever required, which can be either recorded or broadcast live in a nation-wide range radio network

a) Public Media advocacy

- In liaison with UNDP Communication Unit, arrange publication of two print media articles in international newspapers (one 10 days before, other on first day of the meeting and other day after the Meeting;
- High profile interviews - TV (1) – during the meeting
- Liaise with the UNDP to organize the press conference, live stream, photographer and video coverage.

b) Exhibition Area

- Liaise with UNDP Communications Analyst for details
- Liaise with conference venue for space and necessary equipment with WB person.

5. Transportation : In close cooperation with UNDP Focal person for this item

- transportation from/to hotels to/from the conference venue, 2 times a day
 - transportation to evening and social events --
- NB:** Participation in these evening and social events will be **optional** and the details of transportation requirements will (1) depend on the number of participants taking part in these events and (2) done in close collaboration with the UNDP focal person for this item.
- airport/train/bus station transfers for participants who request so in their registration forms.
- NB. The contracted firm does NOT bear the costs of airport transfers of participants (these costs are paid by participants themselves).

6. Special evening and social activities:

In close cooperation with UNDP focal person for this item:

- identification of appropriate activities and their organisation - e.g. evening musical event and/or sightseeing after the conference –
- proposals for a type of event or alternative options shall be described in the proposed event concept; participation in some of these events will be optional and paid for by participants themselves

Other general logistical arrangements and event management : In close cooperation with UNDP Focal person for this item

a) Ground Transport:

- Arrange and confirm shuttle service for airport pick-up, as well as local operations
- Arrange and manage VIP transport with the relevant stakeholders.

b) Accommodation arrangements for ALL participants

- Compile rooming list for all participants and liaise directly with the hotel;
- Allocate rooms (including VIP);
- Confirm accuracy of arrival/departure information.

c) Secretariat Room:

- Set up secretariat room
- Staff secretariat room
- Provide stationery for secretariat room

d) Cocktail/Official Dinner

- Organize/arrange the official dinner/cocktail with the Hotel Serena.
- Develop and print participants *information note/invitation for the cocktail*

e) Banners : In close cooperation with UNDP Focal person for Communication,

- Help in dispatching the banners at the designed locations;
- Get quotes from printer x 3 and proceed with contracting once approved;
- Follow-up with printer for delivery of banners.

f) Conference bags and badges : In close cooperation with UNDP Focal person for Communication:

- Arrange conference bags in their relevant place

- Table tags for plenary arranged/in order;
- Arrange pens and writing pads (meeting package)

g) Ushers (huissiers)

- arrange and supervise ushers

h) Security

- Work with the available security detail to ensure that event and the guests are well secured.

Standardized Services:

1. The Contractor shall provide polite, responsive and efficient service at all times to fulfill the respective UNDP's requirements. As a service objective, telephone calls and emails should be answered promptly.
2. The contractor will be assessed for the performance of its services and deliver its products in accordance prescribed minimum performance standards set by the UNDP described in Clause K below.
3. Contractor shall be attending all UNDP organizing committee meetings as it may be arranged.
4. Contractor shall acknowledge immediately any complaints and disputes which arise and resolve them within (1) day.

7. Quality Control for the Services

1. The Contractor shall monitor the quality of the services provided to UNDP on a regular and continual basis. These procedures shall include a self-inspection system covering all the services to be performed in the Contract, and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the respective UNDP. UNDP shall be notified of any deficiencies found and corrective action taken.
2. UNDP reserve the right to conduct their own quality control surveys to ensure the adequacy of the services.
3. The Contractor warrants that the personnel assigned to handle UNDP's arrangements shall have a strong event management and hotel reservation skills and experience and shall constantly be trained to be kept up to date.

K Company profile

The Lead Manager of the Event Management Company should possess the following qualifications and experience:

- A bachelor's degree, preferably in marketing, public relations, hospitality management, business or communications.

- Strong interpersonal skills, able to communicate and work with diverse people at Headquarters and Country Offices.
- Eight years of experience in facility and/or service administration and event coordination.

Required skills and experience

- Experience in managing high level corporate events.
- Proficient in the use of the latest versions of Microsoft Word, Excel, PowerPoint, Access, and mail merges; email and web searches.
- In-house capability in the use of design software such as Adobe Indesign.
- Excellent communication skills, including writing, proof reading skills, and speaking.
- Excellent interpersonal skills both in person and by phone, with high professionalism.
- Ability to accomplish projects with little supervision.
- Excellent customer service ethic and high expectations for quality.
- Excellent attention to detail.
- Skill in public relations and media mobilization.
- Skill in organization in order to coordinate several events simultaneously.
- Ability to work with a highly creative team.
- Self-motivated with energy, drive and enthusiasm.
- Demonstrated ability to meet deadlines and work under pressure.
- Understanding of UN, including UNDP, development issues and UN reform.

Plan of Work / Duration

This assignment will start on the 15 September 2012 and will end just after the conference on the 4th November 2012.

The successful Event Manager (firm) will have responsibility for preparation and management of all logistical issues and arrangements related to hosting a successful and professional Meeting.

Price Schedule

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18.

The Price Schedule must provide *a detailed cost breakdown*. Provide separate figures for each functional grouping or category. In addition, you will be required to indicate the number of staff/hostesses that you will need to cover this event . The exact number of support staff during the conference shall be based on your consideration but be no less than 5 persons.

General Conditions of Contract

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's

compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- (i) Name UNDP as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
 - (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

E. 9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all

necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with

written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.